

ANDREWS & KURTH

ATTORNEYS

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October 11, 1985

RECORDATION NO. 9603-B Filed 1425

OCT 16 1985 -2 30 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed please find two original Promissory Note Modification Agreements (the "Agreement") executed by Randall F. Montgomery, whose address is 82 April Wind South, Montgomery, Texas 77356, and Mary Ann Rathmell, Assistant Vice President, on behalf of Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002. The Agreement extends the liens and security interests of the Security Agreement dated July 9, 1978 and filed for record with the Interstate Commerce Commission under Recordation Number 9603 on July 27, 1978, and covering the collateral described as follows:

All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12414, 12416, 12417, 12620 and 12623, and all additions and accession thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of May 5, 1978.

Please record one of said Agreements in the appropriate records of your office and return the other, with recording information, to the undersigned at the above address. Our firm check #70095 in the amount of \$10.00 is enclosed to cover the costs of such action.

If you should need any additional information in this regard, please contact me at (713) 220-4217.

Sincerely,

Margaret Hubert

Margaret Hubert
Legal Assistant

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/16/85

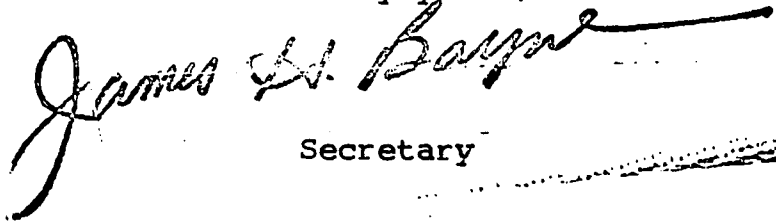
OFFICE OF THE SECRETARY

Margaret Hubert
Legal Assist
Andrews & Kurth
Texas Commerce Tower
Houston, Texas 77002

Dear
Ms. Hubert:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/16/85 at 2:30pm and assigned re-recording number(s). 9603-B

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. *9603-B* Filed 1428

OCT 16 1985 -2 30 PM

**PROMISSORY NOTE MODIFICATION
AND EXTENSION AGREEMENT**

INTERSTATE COMMERCE COMMISSION

WHEREAS, RANDALL F. MONTGOMERY, an individual residing in Houston, Harris County, Texas (hereinafter called "Maker"), executed and delivered that certain Promissory Note dated July 9, 1978 (the "Note"), payable to the order of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, whose address is 712 Main Street, Houston, Harris County, Texas ("Bank"), in the original principal sum of One Hundred Eighty Five Thousand, One Hundred Sixty Four and No/100 Dollars (\$185,164.00), with interest thereon and at the rate and due and payable as therein set forth, and with all outstanding principal and interest originally due and payable on or before July 15, 1985; and

WHEREAS, to secure payment of all indebtedness of Maker to Bank, Maker did execute and deliver that one certain Security Agreement and that certain Financing Statement, both dated of even date with the Note (the "Security Agreement"), granting to Bank, as security for the Note, a security interest in all of the property described on Exhibit "A" hereto, said Security Agreement being filed for record with the Interstate Commerce Commission under Recordation Number 9603 and said Financing Statement being filed with the Secretary of State of the State of Texas under File Number 80-127465 and, in addition, Maker has re-executed a new Financing Statement simultaneously herewith for filing with the Secretary of State of the State of Texas; and

WHEREAS, Maker and Bank, being the present owner and holder of the Note, desire to modify the terms of the Note.

NOW, THEREFORE, in consideration of the Premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Bank hereby agree as follows:

1. The maturity date of the Note, from and after the date hereof, shall be August 15, 1986.
2. Maker acknowledges the indebtedness evidenced by the Note, acknowledges that there is outstanding thereunder, as of the date hereof, the principal sum of

\$81,009.34, with interest paid current through July 15, 1985, and Maker reaffirms that said indebtedness is a valid and existing debt as of the date hereof.

3. Hereafter, the Note shall accrue interest at the Bank's Prime Rate, as announced by the Bank from time to time, plus one percent (1%), per annum.

4. Hereafter, the Note shall be payable in three (3) quarterly installments of principal of \$3,857.58, commencing on November 15, 1985 and continuing thereafter at quarterly intervals with a payment of all accrued interest due each month on the same date as payment of principal, plus one final payment of all accrued, unpaid interest and all outstanding principal on August 15, 1986.

5. Maker agrees that the agreements and obligations of Maker, under the Note and the Security Agreement, as well as any and all guarantors and endorser's of the Note, or any other party under any letter agreement, loan agreement or other security agreement, guaranty agreement or other document executed in connection with or as security for the Note, are extended until the Note shall have been fully paid and discharged and that, except as herein modified, the original Note and all terms thereof remain in full force and effect. Bank hereby preserves all of its rights against Maker, the above-described parties and all collateral securing the Note.

6. Maker hereby extends, in their entirety and until the indebtedness represented by the Note shall have been fully paid and discharged, the liens and security interests of the Security Agreement and agrees that the Security Agreement shall continue to be in full force and effect.

EXECUTED EFFECTIVE this 15th day of July, 1985.

Addresses:

82 April Wind South
Montgomery, Texas 77356
409-588-1503

Randall F. Montgomery
Randall F. Montgomery

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

712 Main Street
Houston, Texas 77002

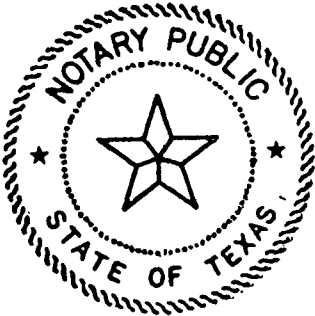
By: Mary Ann Rathmell
Name: Mary Ann Rathmell
Title: Assistant Vice President
Greg P. Livingston
Vice President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged and sworn to before me on this 11th
day of September, 1985, by Randall F. Montgomery.



Thomas J. Perich
Notary Public in and for the
State of Texas

Name of Notary Printed or Typed:

THOMAS J. PERICH
Notary Public, State of Texas
My Commission Expires: 1-14-89

My Commission Expires: _____

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged and sworn to before me on this 11th
day of September, 1985, by Mary Ann Rathmell, Assistant Vice President of
TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a Texas banking association,
on behalf of said association.



Thomas J. Perich
Notary Public in and for
State of Texas

Name of Notary Printed or Typed:

THOMAS J. PERICH
Notary Public, State of Texas
My Commission Expires: 1-14-89

My Commission Expires: _____

All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12414, 12416, 12417, 12620 and 12623, and all additions and accessions thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts, chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of May 5, 1978.